

When Recorded, Return to

Department of Planning and Development

700 5th Ave, Suite 2100

P.O. Box 34019

Seattle, WA 98124-4019

**SIDE SEWER CONNECTION, HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT
(SMC 21.16.250B)**

GRANTOR: 1) _____

2) _____

3) _____

☐ Additional Owners/Grantors on page _____

GRANTEE: The City of Seattle

LEGAL DESCRIPTION (ABBREVIATED):

☐ Additional legal description on page 2.

ASSESSOR'S TAX PARCEL ID NO(S)._____

Permit Street Address _____

Application No. (by DPD staff): _____

Date (by DPD staff): ____/____/____

Grantor's Address _____

City _____ State _____ Zip _____

**SIDE SEWER CONNECTION HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(SMC 21.16.250B)**

[When 2 or more structures connected to one side sewer all on same property]

This Side Sewer Connection, Hold Harmless, and Indemnification Agreement ("Agreement") is executed by _____, ("Grantor"), owner(s) of the following described real property situated in The City of Seattle, King County, State of Washington:

In consideration of the City's issuance of a permit to connect more than one structure to one side sewer, Grantor agrees and warrants as follows:

1. Grantor warrants that Grantor has bargained for and negotiated this Agreement and that all owners have executed this Agreement.
2. Grantor, on behalf of Grantor and Grantor's heirs, successors and assigns agrees to indemnify, hold harmless and defend the City and its officers, agents and employees from and against any and all claims, losses, costs and damages including without limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of, relating to, or resulting from the installation, operation and maintenance of the side sewer, except for such damages or other losses caused by or resulting from the sole negligence of the City, its agents or employees.
3. Grantor acknowledges that the City is not responsible for the adequacy or performance of the side sewer and agrees on behalf of Grantor and Grantor's heirs successors and assigns, to:
 - a) accept any and all risks of loss, damage and injury associated with the installation, operation and maintenance of the side sewer; and
 - b) waive any and all right to assert any and all present and future claims against the City, whether known or unknown, for any harm, loss or damage, including without limitation personal injury, death, property damage, and loss of use by reason

of, arising out of, or related to the drainage plan, the side sewer, or to drainage or erosion on or off the properties described above except for such losses that directly result from the sole negligence of the City.

4. Grantor agrees on behalf of Grantor and on behalf of Grantor's heirs, successors and assigns that this Agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants.

5. Grantor has applied to City for the following permits or approvals for the property legally described above:

Type(s) of permit sought: Side Sewer

Date(s) of application: See first sheet

Application Number(s): See first sheet

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY

(INDIVIDUAL—attach more pages if needed)

Dated: _____

State of Washington)
) ss
County of _____)

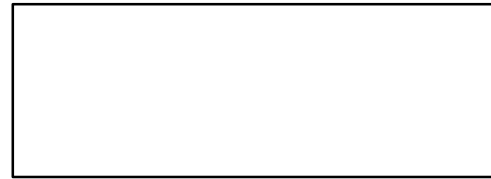
Owner/Grantor

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Printed Name

Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

Dated: _____

State of Washington)
) ss
County of _____)

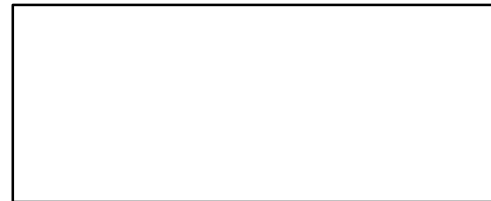
Owner/Grantor

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Printed Name

Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

**(CORPORATE OWNER, PARTNERSHIP OWNER, LIMITED LIABILITY COMPANY
OWNER/OTHER LEGAL ENTITY OWNER—attach more pages if needed)**

Date: _____

State of Washington)
)ss
County of _____)

Owner/Grantor

Address

Printed Name

By _____

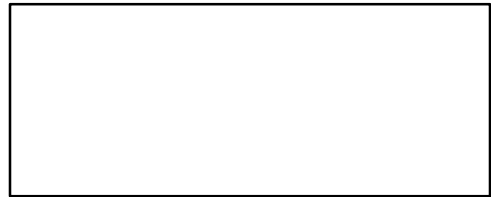
Printed Name

Its _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal

Date: _____

State of Washington)
)ss
County of _____)

Owner/Grantor

Printed Name

Address

By _____

Printed Name

Its _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at _____
My commission expires: _____
PRINT NAME: _____



Use this space for Notary Seal